

Accompanying the Stipulation, and part of Hearing Exhibit 1, was a letter dated August 8, 2000, from counsel for Madison River to counsel for the SCTC. This letter set forth an additional item of agreement between the parties. The additional item of

agreement set forth in the letter provided that "in the event the rural exemption is terminated for any reason for a SCTC member, the Stipulation filed in the above referenced document also will be deemed terminated by the SCTC and the SCTC member as of the date the exemption itself is terminated." Hearing Exhibit 1, Letter dated August 8, 2000.

The letter memorializing the additional item of agreement was not specifically addressed in Order No. 2000-745. However, it is clear to the Commission that the letter of August 8, 2000, contained a term which the parties intended to be a part of the Stipulation approved. The purpose of this Supplemental Order is to clarify that this additional item of agreement between Madison River and SCTC as contained in the August 8, 2000, letter is part of the Stipulation approved by the Commission in Order No. 2000-745. (The stipulation and letter dated August 8, 2000, are attached to this Order and incorporated by reference. Order Exhibit 1.)


IT IS THEREFORE ORDERED THAT:

1. Order No. 2000-745, dated September 7, 2000, which granted Madison River a Certificate to provide local exchange, exchange access, and interexchange telecommunications services within the State of South Carolina and which approved the Stipulation between Madison River and SCTC, is clarified to specifically include the additional item of agreement to the stipulation as contained in the letter of August 8, 2000, which is attached to the Stipulation. Specifically, the language from the August 8, 2000, letter that provides that "in the event the rural exemption is terminated for any reason for a SCTC member, the Stipulation filed in the above referenced document also

will be deemed terminated by the SCTC and the SCTC member as of the date the exemption itself is terminated” is approved as part of the Stipulation approved by the Commission in the issuance of the Certificate to Madison River.

2. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSISON:

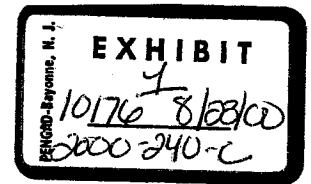

Chairman

ATTEST:


Executive Director

(SEAL)

LAW OFFICES
NELSON MULLINS RILEY & SCARBOROUGH, L.L.P.
A REGISTERED LIMITED LIABILITY PARTNERSHIP



KEVIN A. HALL
(803) 376-9522
INTERNET ADDRESS: KHI@NMRS.COM

KEENAN BUILDING, THIRD FLOOR
1330 LADY STREET
POST OFFICE BOX 11070 (29211)
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE (803) 799-2000
FACSIMILE (803) 256-7500
DIRECT FACSIMILE (803) 255-9030
WWW.NMRS.COM

OTHER OFFICES:
ATLANTA, GEORGIA
CHARLESTON, SOUTH CAROLINA
CHARLOTTE, NORTH CAROLINA
GREENVILLE, SOUTH CAROLINA
MYRTLE BEACH, SOUTH CAROLINA
MUNICH, GERMANY

August 8, 2000

VIA FACSIMILE

Margaret M. Fox, Esquire
McNair Law Firm, P.A.
1301 Gervais Street
Post Office Box 11390 (29211)
Columbia, SC 29201

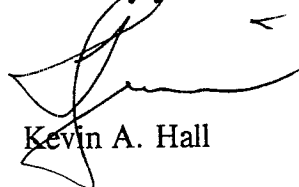
RE: Application for a Certification of Public Convenience and Necessity to Provide
Facilities-Based and Resold Local Exchange Telecommunication Services and
Facilities-Based and Resold Interstate Exchange Services for Madison River
Communications, LLC
Docket No.: 2000-0240-C
Our File No.: 16540/9000

Dear Peg:

Please allow this letter to confirm our conversation of Tuesday, August 8, 2000, regarding the above referenced matter. Specifically, please allow this letter to confirm that your clients, the SCTC and its individual members, agree that, in the event the rural exemption is terminated for any reason for a SCTC member, the Stipulation filed in the above referenced document also will be deemed terminated by the SCTC and the SCTC member as of the date the exemption itself is terminated.

With the above agreement between our clients, Madison River will execute the Stipulation, and this letter agreement will become a part of the parties' agreement and stipulation. Of course, please let me know if this letter is inconsistent with your understanding of the parties' agreement. Thank you.

Sincerely yours,

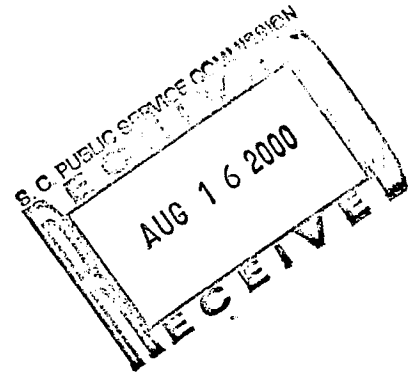


Kevin A. Hall

KAH:dj

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF
SOUTH CAROLINA**

Docket No. 2000-0240-C



Re: Application of Madison River Communications,)
 LLC for a Certificate of Public Convenience and)
 Necessity to Provide Resold and Facilities-based)
 Local Exchange and Resold and Facilities-based)
 Interechange Telecommunications Services in)
 the State of South Carolina)

STIPULATION

The South Carolina Telephone Coalition ("SCTC") (see attachment "A" for list of companies) and Madison River Communications, LLC ("Madison River") hereby enter into the following stipulations. As a consequence of these stipulations and conditions, SCTC does not oppose Madison River's Application. SCTC and Madison River stipulate and agree as follows:

1. SCTC does not oppose the granting of a statewide Certificate of Public Convenience and Necessity to Madison River, provided the South Carolina Public Service Commission ("Commission") makes the necessary findings to justify granting of such a certificate, and provided the conditions contained within this stipulation are met.
2. Madison River stipulates and agrees that any Certificate which may be granted will authorize Madison River to provide service only to customers located in non-rural local exchange company ("LEC") service areas of South Carolina, except as provided herein.
3. Madison River stipulates that it is not asking the Commission to make a finding at this time regarding whether competition is in the public interest for rural areas.
4. Madison River stipulates and agrees that it will not provide any local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, unless

and until Madison River provides such rural incumbent LEC and the Commission with written notice of its intent to do so at least thirty (30) days prior to the date of the intended service. During such notice period, the rural incumbent LEC will have the opportunity to petition the Commission to exercise all rights afforded it under Federal and State law. Also, Madison River acknowledges that the Commission may suspend the intended date for service in rural LEC territory for ninety (90) days while the Commission conducts any proceeding incident to the Petition or upon the Commission's own Motion, provided that the Commission can further suspend the implementation date upon showing of good cause.

5. Madison River stipulates and agrees that, if Madison River gives notice that it intends to serve a customer located in a rural incumbent LEC's service area, and either (a) the Commission receives a Petition from the rural incumbent LEC to exercise its rights under Federal or State law within such 30-day period, or (b) the Commission institutes a proceeding of its own, then Madison River will not provide service to any customer located within the service area in question without prior and further Commission approval.

6. Madison River acknowledges that any right which it may have or acquire to serve a rural telephone company service area in South Carolina is subject to the conditions contained herein, and to any future policies, procedures, and guidelines relevant to such proposed service which the Commission may implement, so long as such policies, procedures, and guidelines do not conflict with Federal or State law.

7. The parties stipulate and agree that all rights under Federal and State law are reserved to the rural incumbent LECs and Madison River, and this Stipulation in no way suspends or adversely affects such rights, including any exemptions, suspensions, or modifications to which they may be entitled.

8. Madison River agrees to abide by all State and Federal laws and to participate, to the extent it may be required to do so by the Commission, in the support of universally available telephone service at affordable rates.

9. Madison River hereby amends its application and its profiled testimony in this docket to the extent necessary to conform with this Stipulation.

AGREED AND STIPULATED to this 8th day of August, 2000.

Madison River Communications, LLC:

Michael T. Skrivan

South Carolina Telephone Coalition:

Margaret M. Fox

M. John Bowen, Jr.
Margaret M. Fox
McNAIR LAW FIRM, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
(803) 799-9800

Attorneys for the South Carolina Telephone
Coalition

**South Carolina Telephone Coalition Member Companies
for Purposes of Local Service Stipulation**

ALLTEL South Carolina, Inc.
Chesnee Telephone Company
Chester Telephone Company
Farmers Telephone Cooperative, Inc.
Ft. Mill Telephone Company
Heath Springs Telephone Company Inc.
Home Telephone Company, Inc.
Lancaster Telephone Company
Lockhart Telephone Company
McClellanville Telephone Company
Norway Telephone Company
Palmetto Rural Telephone Cooperative, Inc.
Piedmont Rural Telephone Cooperative, Inc.
Pond Branch Telephone Company
Ridgeway Telephone Company
Rock Hill Telephone Company
Sandhill Telephone Cooperative, Inc.
St. Stephen Telephone Company
West Carolina Rural Telephone Cooperative, Inc.
Williston Telephone Company